

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DISTRICT

IVAN SHANE STORZ)	
Trustee of the I. Shane Storz Trust)	
And)	
DARLENE STORZ)	
Trustee of the Darlene Storz Living Trust)	
And)	
S. DARNEA WOOD)	
	Plaintiffs,) Cause No.:
vs.)	
SOUTHERN AIRWAYS CORP.)	
	Defendant.)

COMPLAINT FOR DAMAGES

Comes Now Plaintiff's Trustee Ivan Shane Storz, Trustee Darlene Storz and Darnea Wood and for their Complaint for Damages against Defendant Southern Airways Corporation and states as follows.

GENERAL ALLEGATIONS

1. Plaintiff's Ivan Shane Storz Trustee is trustee of the I. Shane Storz Trust and a resident of the State of Missouri presently residing in Jefferson County.
2. Plaintiff Darlene Storz Trustee is trustee of the Darlene Storz Living Trust and is a resident of the State of Missouri presently residing in Jefferson County Missouri.
3. Plaintiff S. Darnea Wood is a resident of the State of Missouri presently residing in Jefferson County Missouri.

4. Defendant Southern Airways Corporation is a Delaware corporation, doing business in the State of Florida with its principal place of business at 2875 South Ocean Blvd., Suite 256, Palm Beach, Florida, 33480.
5. There is complete diversity of citizenship between Plaintiffs and Defendant and the amount in controversy is in excess of \$75,000.00.
6. Plaintiffs are former shareholders of Multi-Aero Inc.
7. Plaintiffs by Stock Acquisition Agreement sold all of their stock in Multi-Aero Inc., a Missouri Corporation to Defendant Southern Airways Corp. pursuant to a Stock Acquisition Agreement dated March 31, 2022. A copy of which is attached hereto and incorporated by reference as Plaintiff's Exhibit 1.
8. Multi-Aero Inc. d/b/a Airchoice One was a Missouri Corporation but no longer exists because its charter was forfeited by Missouri Secretary of State.
9. Pursuant to the Stock Acquisition Agreement, Defendant Southern Airways Corporation was required to make certain money payments and give other consideration in exchange for Plaintiffs shares of stock in Multi-Aero Inc.
10. Defendant Southern Airways Corporation and Plaintiffs additionally entered into a Mutual Resolution and Release dated June 8, 2022. A copy of which is attached hereto and incorporated herein as Plaintiff's Exhibit 2.

COUNT I
BREACH OF CONTRACT

11. Plaintiffs replead and incorporate herein paragraphs 1 through 10 of its general allegations as if fully stated herein.

12. Defendant Southern Airways Corporation's breached its agreements with Plaintiffs by failing to pay certain monies due to Plaintiffs and by failing to perform other material obligations to Plaintiffs provided for in the Stock Purchase Agreement and the Mutual Resolution and Release in the approximate sum of \$800,000.00.
13. Defendant Southern Airways Corporation has additionally failed to pay the transition account for the benefit of Plaintiffs Employee Retention Credit (ERC) provided for in the agreements which is currently in excess of \$100,000.00.
14. Plaintiffs fully performed their obligations under the stock purchase agreement, mutual resolution and release, and Plaintiffs retention credit.
15. There is currently approximately \$400,000.00 plus interest being held in escrow by Attorney Steven Akre which is the property of Plaintiffs pursuant to the agreements aforesaid but Defendant is refusing to consent to or to allow the escrow to be released to Plaintiffs by Attorney Akre.
16. As a direct result of Defendant Southern Airways Corporation's breach of its contracts with Plaintiffs, Plaintiffs have been damaged in an amount in exceeding \$800,000.00 along with interest.

WHEREFORE Plaintiffs pray this court enter judgment in their favor and against Defendant for damages of not less than \$800,000.00 plus interest, including the funds in escrow and for such other and further orders as appropriate under the circumstances

COUNT II

UNJUST ENRICHMENT

17. Plaintiffs replead and incorporate herein paragraphs 1 through 16 of its general allegations and Count I as if fully stated herein.

18. Defendant Southern Airways Corporation by its intentional acts and material breaches of its agreements with Plaintiffs has been unjustly enriched to their benefit and to the detriment of Plaintiffs in the sum of not less than \$800,000.00.

WHEREFORE Plaintiffs pray this court enter judgment in their favor for a sum not less than \$800,000.00, including the funds in escrow and for such other and further orders as appropriate under the circumstances.

COUNT III

SPECIFIC PERFORMANCE

19. Plaintiffs replead and incorporate herein paragraphs 1 through 18 of its general allegations, Count I and Count II as if fully stated herein.

20. Plaintiffs and Defendant by agreement caused the sum of \$400,000.00 to be placed in escrow for Plaintiffs benefit with attorney Steven Akre

21. All requirements of the escrow agreement for Plaintiffs to receive the funds in escrow have been satisfied and Plaintiffs are entitled to the escrow fund proceeds along with accumulated interest.

22. Defendant is wrongfully refusing to authorize agent Steven Akre to release the funds in escrow to Plaintiff

23. Plaintiffs are entitled to this courts order determining that the funds are due to Plaintiffs and for Defendant to authorize disbursal to Plaintiffs or in the

alternative for this courts order and judgment directing the escrow agent Steven Akre to release the escrowed funds and interest thereon to Plaintiffs

WHEREFORE Plaintiffs pray this court enter judgment in their favor for a sum not less than \$800,000.00, for this courts order determining that the funds are due to Plaintiffs and for Defendant to authorize disbursal to Plaintiffs or in the alternative for this courts order and judgment directing the escrow agent Steven Akre to release the escrowed funds and interest thereon to Plaintiffs, and for such other and further orders as appropriate under the circumstances.

/s/ Donald E. Heck

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